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Attorneys for Plaintiff Ronald Chin
and the proposed Settlement Class

Defendants' Counsel Listed On Next Page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RONALD CHIN, individually, and
on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

WACHOVIA FINANCIAL
SERVICES, INC.; WACHOVIA
MORTGAGE CORPORATION;
WACHOVIA SERVICES, INC.;
WORLD MORTGAGE COMPANY;
WACHOVIA COMMERCIAL
MORTGAGE, INC.; WORLD
SAVINGS, INC.; WACHOVIA
EQUITY SERVICING, LLC;
WACHOVIA BANK, N.A;
WACHOVIA CORPORATION; and
DOES 1 through 10, inclusive,

Defendants.

Case Number: 4:08-cv-00684-CW

Assigned to the Honorable Claudia
Wilken

CLASS ACTION

JUDGMENT

Date: December 9, 2010
Time: 2:00 p.m.
Place: Courtroom 2

Other Case Affected by Settlement:
*Chin v. Wachovia Financial Services,
Inc., et al.*, Case No. 4:08-cv-01320-CW

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11 Attorneys for Defendants
12 WACHOVIA FINANCIAL SERVICES, WACHOVIA MORTGAGE
13 CORPORATION, WACHOVIA SHARED RESOURCES, LLC
14 (erroneously sued as Wachovia Services, Inc.), WORLD
15 MORTGAGE COMPANY, WACHOVIA COMMERCIAL
16 MORTGAGE, INC., WORLD SAVINGS, INC., WACHOVIA
17 EQUITY SERVING, LLC, WACHOVIA BANK, N.A., WACHOVIA
18 CORPORATION, and WACHOVIA MORTGAGE, FSB
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1 This matter came on for hearing upon the joint application of the Settling
2 Parties for approval of the settlement set forth in the Stipulation re: Settlement of
3 Class Action (the “Stipulation”). Due and adequate notice having been given to
4 the Class, and the Court having considered the Stipulation, all papers filed and
5 proceedings had herein and all oral and written comments received regarding the
6 proposed settlement, and having reviewed the record in this Litigation, and good
7 cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order of Dismissal
10 (“Judgment”), adopts all defined terms as set forth in the Stipulation Re:
11 Settlement of a Class Action (“Stipulation”) filed in this case.

12 2. The Court has jurisdiction over the subject matter of the Litigation,
13 the Class Representative, the other Members of the Settlement Class and
14 Wachovia.

15 3. The Court finds that the distribution of the Notice to Class
16 Members, as provided for in the Order Granting Preliminary Approval of
17 Settlement and Setting a Settlement Hearing, constituted the best notice
18 practicable under the circumstances to all Persons within the definition of the
19 Class, and fully met the requirements of due process under the United States
20 Constitution and California law. Based on evidence and other material
21 submitted in conjunction with the Settlement Hearing, the actual notice to the
22 class was adequate. The Court further finds that the Settling Parties have further
23 satisfied the requirements of notice to pertinent government agencies set forth in
24 the federal Class Action Fairness Act, i.e., 28 U.S.C. § 1715.

25 4. The Court finds in favor of settlement approval.

26 5. The Court approves the settlement of the above-captioned action
27 and related case, as set forth in the Stipulation, each of the releases and other
28 terms, as fair, just, reasonable and adequate as to the Settling Parties. The

1 Settling Parties are directed to perform in accordance with the terms set forth in
2 the Stipulation.

3 6. All of the Released Claims are dismissed with prejudice as to the
4 Class Representative and the other Members of the Settlement Class. The
5 Settling Parties are to bear their own costs, except as otherwise provided in the
6 Stipulation.

7 7. Solely for purposes of effectuating this settlement, this Court has
8 certified a class of all Members of the Settlement Class, as that term is defined in
9 and by the terms of the Stipulation, and the Court deems this definition sufficient
10 for purposes of due process and Rule 23.

11 8. With respect to the Settlement Class and for purposes of approving
12 this settlement, this Court finds and concludes that: (a) the Members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members
14 is impracticable; (b) there are questions of law or fact common to the Settlement
15 Class, and there is a well-defined community of interest among Members of the
16 Settlement Class with respect to the subject matter of the Litigation; (c) the
17 claims of Class Representative Chin are typical of the claims of the Members of
18 the Settlement Class; (d) the Class Representative has fairly and adequately
19 protected the interests of the Members of the Settlement Class; (e) a class action
20 is superior to other available methods for an efficient adjudication of this
21 controversy; and (f) the counsel of record for the Class Representative, i.e., Class
22 Counsel, are qualified to serve as counsel for the plaintiff in his individual and
23 representative capacities and for the Settlement Class.

24 9. By this Judgment, the Class Representative shall release, relinquish
25 and discharge, and each of the Settlement Class Members shall be deemed to
26 have, and by operation of the Judgment shall have, fully, finally, and forever
27 released, relinquished and discharged all Released Claims (including Unknown
28 Claims). The Released Claims, as more fully defined in the Stipulation, include

any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, against the Wachovia Releasees, or any of them, that accrued at any time from January 29, 2004 through the Preliminary Approval Date for any type of relief, including without limitation claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims for the failure to pay any type of regular or premium wages (including without limitation premium overtime wages or meal and/or rest period premiums); (b) any and all claims for the failure to provide meal and/or rest periods; (c) any and all claims for failure to comply with payroll or wage record-keeping or itemization requirements; (d) any and all claims for failure to timely pay wages due at termination or otherwise; and (e) to the extent not covered above, any claim pled in the Litigation.

10. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Wachovia or any of the Wachovia Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Wachovia or any of the Wachovia Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In the event that the Effective Date does not occur, Wachovia shall not be estopped or otherwise precluded from contesting class or collective action certification in the Litigation on any grounds. Wachovia or any of the Wachovia Releasees may file the Stipulation and/or the Judgment from this

1 Litigation in any other action that may be brought against them in order to
2 support a defense or counterclaim based on principles of res judicata, collateral
3 estoppel, release, good faith settlement, judgment bar or reduction or any theory
4 of claim preclusion or issue preclusion or similar defense or counterclaim.

5 11. The only Settlement Class Members entitled to payment pursuant to
6 this Judgment are Participating Claimants. Neither the Stipulation nor this
7 Judgment will result in the creation of any unpaid residue or residual.

8 12. Wachovia has agreed to pay Class Counsel their reasonable
9 attorneys' fees in this matter in the total amount of \$150,000 as well as certain
10 allowable costs in this matter up to the total amount of \$10,000, and Wachovia
11 has agreed to pay an enhancement to the Class Representative, Ronald Chin, to
12 reimburse him for his unique services in the amount of \$10,000. The Court finds
13 that these agreements are fair and reasonable. Wachovia is directed to make
14 such payments in accordance with the terms of the Stipulation.

15 13. The Court reserves exclusive and continuing jurisdiction over the
16 Litigation, the Class Representative, the Settlement Class and Wachovia for the
17 purposes of supervising the implementation, enforcement, construction,
18 administration and interpretation of the Stipulation and this Judgment. This
19 action is dismissed with prejudice, and the PAGA Action **is dismissed** with
20 prejudice per the terms of the Stipulation.

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1 14. This document shall constitute a judgment (and separate document
2 constituting said judgment) for purposes of Federal Rule of Civil Procedure,
3 Rule 58.

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5 **IT IS SO ORDERED.**

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7 DATED: 12/16/2010


The Honorable Claudia Wilken